

REQUEST FOR QUALIFICATIONS
CONSULTING SERVICES FOR
THE MAG PEDESTRIAN AND BICYCLE FACILITIES
DESIGN ASSISTANCE PROGRAM
FY 2014-2017



MAY 30, 2013

TABLE OF CONTENTS

PUBLIC NOTICE.	-i-
SCOPE OF SERVICES.	1
STATEMENT OF QUALIFICATIONS (SOQ) REQUIREMENTS AND CONTENT.	5
STATEMENT OF QUALIFICATIONS (SOQ) DELIVERY AND OPENING.	8
STATEMENT OF QUALIFICATIONS (SOQ) EVALUATION AND SELECTION PROCESS.	9
ADMINISTRATIVE REQUIREMENTS.	13
APPENDIX A - ARIZONA ADMINISTRATIVE CODE R4-30-301.	15
APPENDIX B - PROPOSER'S INFORMATION FORM.	18
APPENDIX C - DEBARMENT/SUSPENSION CERTIFICATION.	19
APPENDIX D - TITLE VI AGREEMENT/CONTRACT REQUIREMENTS.	21
APPENDIX E - DISADVANTAGED BUSINESS ENTERPRISE.	23
APPENDIX F - DISADVANTAGED BUSINESS ENTERPRISE (DBE) RFQ GOAL COMMITMENT FORM.	31
APPENDIX G - DISADVANTAGED BUSINESS ENTERPRISE CONSULTANT INTENDED PARTICIPATION AFFIDAVIT.	32
APPENDIX H - DISADVANTAGED BUSINESS ENTERPRISE SUBCONSULTANT INTENDED PARTICIPATION AFFIDAVIT.	34
APPENDIX I - DISADVANTAGED BUSINESS ENTERPRISE GOOD FAITH EFFORT CERTIFICATION.	36
APPENDIX J - DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION OF PAYMENT.	39

PUBLIC NOTICE
REQUEST FOR QUALIFICATIONS
CONSULTING SERVICES FOR
THE MAG PEDESTRIAN AND BICYCLE FACILITIES DESIGN ASSISTANCE PROGRAM

Maricopa Association of Governments (MAG) is seeking a Statement of Qualifications (SOQ) from qualified Consultants capable of providing professional services in the areas of design assistance for pedestrian and bicycle/shared use facilities through the MAG Pedestrian and Bicycle Facilities Design Assistance Program. Approved Consultants will be placed on a Consultant List which will be used for Design Assistance Program Projects for Fiscal Years 2014-2017.

Detailed SOQ requirements may be obtained by contacting the MAG Office at the address indicated below or by visiting the MAG Web site at <http://www.azmag.gov>, then "RFPs and RFQs."

SOQs will be accepted until 10:00 a.m. (Mountain Standard Time) on Thursday, June 27, 2013, at MAG, 302 North First Avenue, Suite 200, Phoenix, AZ, 85003.

SCOPE OF SERVICES

Introduction

The purpose of this Request for Qualifications (RFQ) is to solicit Statement of Qualifications (SOQ) from Consultants to develop a Consultant List to provide specialized services to the Maricopa Association of Governments (MAG) in developing pedestrian and bicycle facility plans, schematic designs, and specifications for jurisdictions participating in the (MAG) Pedestrian and Bicycle Facilities Design Assistance Program. The purpose of the Program is to demonstrate implementation of the MAG Pedestrian Policies and Design Guidelines and other MAG documents in the MAG region to provide design assistance for both pedestrian and bicycle projects that will be constructed. The areas for which plans, schematic designs, and specifications are requested will be identified by MAG and the selected jurisdictions.

Disadvantaged Business Enterprise (DBE) Goal/Commitment and Documentation

A DBE goal of 5.27% has been established on this contract. The CONSULTANT is encouraged to obtain DBE participation above and beyond the goal on this project.

The CONSULTANT will identify how it intends to meet or exceed DBE participation within its SOQ.

The CONSULTANT will identify how it will achieve the DBE goal or submit good faith effort for each Design Assistance Project associated with the above referenced contract. Consultant and Subconsultant Affidavits (Appendix G & H) or Good Faith Effort Certification (Appendix I) will be required and shall be submitted with each cost proposal for each Design Assistance Project issued.

Background

The Maricopa Association of Governments is the designated Metropolitan Planning Organization (MPO) for transportation planning for the metropolitan Phoenix area. MAG is also the designated Air Quality Planning Agency for the region. The MAG membership consists of the twenty-five (25) incorporated cities and towns within Maricopa County and the contiguous urbanized area, the Gila River Indian Community, the Salt River Pima-Maricopa Indian Community, Fort McDowell Yavapai Nation, Maricopa County, the Arizona Department of Transportation (ADOT), and the Citizens Transportation Oversight Committee (CTOC). ADOT and CTOC serve as ex-officio members for transportation-related issues.

The MAG Pedestrian Design Assistance Program was initiated in 1996 to encourage the development of designs for pedestrian facilities according to the MAG Pedestrian Policies and Design Guidelines. The intent of the program is to stimulate integration of pedestrian facilities into the planning and design of all types of infrastructure and development.

In 2007, the Bicycle/Shared-Use Design Assistance program was developed. The intent of this program was to provide design assistance to cities and towns for bicycle crossings, and on-street and off-street facilities with an emphasis on creating a regional inter-connected network according to the Manual of Uniform Traffic Devices (MUTCD).

Fifty seven projects have already been initiated with the program, which has leveraged extensive funding for bicycle and pedestrian facilities. In fact, an investment of \$3.4 million designing 57 projects has leveraged nearly \$25 million in constructed projects.

Potential design projects are submitted by jurisdictions and go through a competitive process to determine which projects will receive funding for consultant design assistance. Each project is required to satisfy the most recent eligibility requirements outlined under official Congestion Mitigation and Air Quality Improvement (CMAQ) Program Guidance. Projects that lead to the construction of facilities with air quality benefits are eligible for design assistance.

Final project selection is made by the MAG Regional Council based on the recommendation of the MAG Management Committee and the MAG Bicycle and Pedestrian Committee. Successful recipient jurisdictions select a Consultant from the Consultant List that has been pre-approved by the MAG Regional Council. MAG monitors the work of the Consultant to the extent necessary to manage the Consultant contract. The completed designs will become the property of the jurisdiction and MAG.

In order to expedite the delivery of consultant services, MAG will preselect a list of qualified consultants to participate in the MAG Pedestrian and Bicycle Facilities Design Assistance Program. The intent of this program is to provide expertise in developing pedestrian and bicycle plans, schematic designs, and specifications for participating jurisdictions. It is anticipated that the selected consultants will utilize state-of-the-art engineering and planning tools in executing the projects.

REQUIRED CONSULTING SERVICES

Range of Services: MAG Pedestrian and Bicycle Facilities Design Assistance Program

Available Funding for FY 2014: \$300,000

Proposed Project Tasks:

The purpose of this section is to outline the typical major tasks to be performed by the CONSULTANT in order to produce the required analyses and deliverables. The CONSULTANT is encouraged to be creative and to produce a design that is fiscally responsible. It is recommended that the CONSULTANT be as specific as possible in describing the activities that will be performed to support each task. The CONSULTANT is also urged to make maximum use of graphics, photo shop, drawings, matrices, tables, and maps in working papers produced for the project to ensure conciseness and clarity and to minimize the amount of text required. In preparing a SOQ for consideration by MAG, the CONSULTANT is encouraged to be innovative in responding to tasks and/or providing additional tasks.

Task 1: Refine the Scope of Services

Based on a work session with the Maricopa Association of Governments (MAG) Program Manager and the Recipient Jurisdiction Local Contact (Local Contact), the CONSULTANT will assist in the preparation of a detailed Scope of Services. The Scope of Services will be the basis for developing the project contract, plans, schematic designs, and specifications.

Task 2: Data Collection; Stakeholder and Core Team Identification; Meeting Schedule

The Local Contact will provide to the CONSULTANT all available information relating to the project area. A formal list of key stakeholders who will be asked to participate in developing pedestrian improvements in the project area shall be developed. A Core Team list shall also be developed to facilitate interagency coordination during development of the project design and to evaluate outputs at key planning stages. A schedule of meeting dates for stakeholder, Core Team, public, and other meetings shall be created.

Task 3: Data Analysis

The CONSULTANT will analyze and review the data collected. The Core Team and stakeholders shall provide input on issues and needs to consider in planning the pedestrian facilities.

Task 4: Preliminary Design and Project Assessment

The CONSULTANT will prepare a Preliminary Design and Project Assessment Report of the project and, if applicable, its budgetary constraints which can include an analysis of alternatives

and project phasing schedule. Based on comments from the Core Team, Local Contact and MAG Program Manager, the CONSULTANT will revise the report. The revised report shall be given to the Core Team for review and comment.

A Preliminary Design and Project Assessment report includes the following:

- Introduction
- Background Data
- Project Scope
- Project Development Consideration
 - Environmental Requirements (brief description):
 - Species investigation (animals and plants)
 - Wetland and Riparian areas
 - Flood Plain encroachment
 - Section 401/404
 - Section 4-f impacts
 - Potential contaminants
 - Social or economic impacts
 - Cultural Resources
 - Scenic or Historic Route
 - Geotechnical and Drainage requirements
 - Right of Way requirements
 - Utility Relocation requirements
 - Typical Roadway section
- Estimated Cost (based on MAG Cost Estimate Sheet)
- Vicinity Map
- Typical Sections
- Before Photos and After Renderings
- Schedule
- 15% Plans in 11" X 17" format and electronic copy

Task 5: Summary of Regional Significance and a CD of project photos

CONSULTANT will prepare a two page Summary of Regional Significance with photos of the project highlighting the transferable lessons learned, the design principles incorporated from the MAG documents, and why the project has significance for the region.

Deliverables

The products of this project may include the following or additional items agreed to by the CONSULTANT, MAG Program Manager, and Local Contact. Each product should succinctly present information in an engaging format suitable for a diverse audience with extensive use of tables, matrices, drawings, and charts.

Each product shall be reviewed as follows. An administrative draft of each deliverable will be submitted in both electronic and hard copy format to the MAG Program Manager and Local Contact for review. Comments from the MAG Program Manager and Local Contact will be incorporated into the working paper by the CONSULTANT before distribution for additional review. Additional review of work products may be performed by others as determined by the MAG Program Manager and/or Local Contact. Comments received during the review process will be incorporated into the working paper by the CONSULTANT.

Copy ready quality of all deliverables is required. Copies of all drafts and final papers and reports must also be delivered in electronic format. Copies must also be supplied in Adobe Acrobat portable document format (.pdf files), to facilitate distribution for comment. All camera ready copies will be provided in color format in 8 ½ x 11 format (graphics may be on 11 x 17 folded pages), unless mutually agreed to in the Contract Scope of Services between the CONSULTANT and MAG.

All work products created during the course of this project become the property of MAG and the Jurisdiction. Work products include, but are not limited to, written reports, graphic presentations, spreadsheets, databases, data files, computer programs, and support documentation. All working papers and reports shall include an executive summary.

- Refined Scope of Services
- Data Inventory Memorandum and Stakeholder and Core Team List
- Data Analysis
- Preliminary Design and Project Assessment Report (Draft and Final)
- Draft Plans and Pre-Final Draft, Final Plans, Specifications and Estimate
- Summary of Regional Significance

STATEMENT OF QUALIFICATIONS (SOQ) REQUIREMENTS AND CONTENT

It is required that the SOQ include the following items in the same order as they are listed below. Failure to provide the requested information may result in rejection of the SOQ. Brief and concise submittals are encouraged. The total number of pages must not exceed 20, entirely on letter size (8.5 x 11 inches), excluding the resumes, the cover letter, tabs, and appendices. Blank pages are not included in the total page count. The outside packaging of the submittal must be clearly marked with the Project Title, the SOQ Due Date, and the Proposer's name.

1. Identification. A title sheet or equivalent which includes:
 - a. The title of this solicitation.
 - b. Proposer's name and business address.
 - c. The name, title, mailing address, and telephone and fax numbers of the principal contact.
2. Table of Contents.
3. Organization and Approach. A brief statement describing the CONSULTANT's organization and outlining its approach to completing the work required for the range of projects included in this solicitation. This statement should briefly illustrate the CONSULTANT's overall understanding of specific range of services as well as the anticipated projects listed.
4. Background of Firm. Background information regarding Proposer, including:
 - a. Number of employees (by type of professional expertise and managerial role in the company).
 - b. Length of time the CONSULTANT has been in business.
 - c. Number of affiliated offices (if applicable).
5. Range of Services Offered. Identification of the specific services that the Proposer is qualified in and plans to provide to MAG. Related services may be offered in addition to those referenced above in the Section titled "REQUIRED CONSULTING SERVICES. This information must clearly identifying the firm's role and the role of Subconsultants and anticipation of DBE participation if applicable. Therefore, all SOQs should include sufficient personnel resources for carrying out all types of anticipated work in each area of expertise offered.
6. Recent Examples. Examples of successful, recent experience in providing consultant services in each of the range of services identified above. Preference will be given to Consultants with demonstrated experience and expertise in successfully performing work of a similar nature or related nature.
7. References. One reference for each example submitted under item six (6), above. Include the following:
 - a. Date of the project.
 - b. Name and address of client.
 - c. Name and telephone number of the individual in the client organization that had management responsibility for the project.
 - d. Relevance to this SOQ.
 - e. Brief description of the project.

8. Individuals and Expertise. A complete listing of all individuals to be included, specifying their level of participation. This information must be provided in a spreadsheet or tabular format with Subconsultants listed separately. Project managers on assignments that involve traffic engineering elements must be a currently registered engineer in Arizona.
9. Resumes. Resumes of each person listed in item eight (8) above, indicating education and experience relevant to the range of services. Include abstracts of previously completed similar projects.
10. Subconsultants. The name, address, telephone number, and primary contact for Subconsultants included in the project (if any). For each Subconsultant, include resumes of the individuals to be assigned to the project and at least two (2) references which include:
 - a. Date of the project.
 - b. Name and address of client.
 - c. Name and telephone number of the individual in the client organization that had management responsibility for the project.
 - d. Relevance to this SOQ.
 - e. Brief description of the project.
11. DBE Requirements. Appendix F must be completed and returned with this SOQ. The CONSULTANT will identify how it intends to meet or exceed DBE participation within its SOQ.
12. Additional Information. Any additional information that the Proposer believes would be useful to MAG in evaluating the Proposer's SOQ.
13. Rules of Professional Conduct Certification Statement. A signed statement, located on the last page of Appendix A, certifying that CONSULTANT will comply with, in all respects, the rules of professional conduct set forth in A.A.C. R4-30-301 (Appendix A), which is the official compilation of Administrative Rules and Regulations for the State of Arizona.
14. Information Form. A completed Proposer's Information Form (Appendix B). If applicable, completed Proposer's Information Form for each Subconsultant proposed for this project.

By signature on the Proposers Information Form, the CONSULTANT certifies that:

 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The CONSULTANT will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
 - c. The CONSULTANT has not given or offered to give and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer.
 - d. Failure to sign the offer, or the falsity of a statement in a signed offer, shall void the submitted offer or any resulting contracts, and the CONSULTANT may be debarred.
15. Debarment and Suspension Certification. As required by 49 CFR 29 (Debarment and Suspension), certification of Consultant's eligibility to receive Federal funds and a copy of such certification for which may be furnished to ADOT or other government entities. A certification to this effect is included in this RFQ as Appendix C and must be submitted by CONSULTANT in order for CONSULTANT to be considered responsible and their SOQ to be considered responsive.

16. Authorized Signer Signature. The SOQ shall be signed by a representative or officer authorized to bind the CONSULTANT. Individuals of the CONSULTANT qualified to negotiate a contract with MAG regarding the SOQ shall be identified by name, title, address, and telephone number.
17. Confidential Portions Identification. In accordance with Arizona Administrative Code R2-7-103, CONSULTANT may designate as confidential portions of a SOQ. A summary index of any such designation must be included in the Table of Contents or cover letter in the SOQ documents. If MAG determines to disclose the information provided, MAG shall inform the CONSULTANT in writing of such determination.
18. Disclaimer: Anti-Lobbying: MAG complies with the provisions of Section 1352 of Title 31, U.S. Code (Public law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11 and 23 CFR 630.112(c)(5). That legislation prohibits Federal funds from being expended by a recipient or any lower tier sub-recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendments or modification of any Federal contract, grant, loan or cooperative agreement.

STATEMENT OF QUALIFICATIONS (SOQ) DELIVERY AND OPENING

Twenty (20) copies of the SOQ, entirely on letter size (8.5 x 11 inches) paper, should be submitted by 10:00 a.m., Arizona Time, June 27, 2013 to:

Maricopa Association of Governments
Attention: Maureen DeCindis, Transportation Planner III
302 North First Avenue, Suite 200
Phoenix, AZ 85003

Timely receipt of SOQs shall be determined by the date and time the SOQ is received at the above address. No late submissions, facsimile, or electronic submissions shall be accepted after the time indicated. Hand delivery is therefore encouraged to assure timely receipt. SOQs received after the deadline shall be stamped for time and date and returned unopened to the CONSULTANT.

All material submitted in response to this solicitation becomes the property of MAG and shall not be returned. After contract award, the SOQ shall be open for public inspection except to the extent that the withholding of information is permitted or required by law. If the CONSULTANT designates a portion of its SOQ as confidential, it shall isolate and identify in writing the confidential portions in accordance with Arizona Administrative Code R2-7-103 and shall be included in the SOQ. Upon receipt of written notification, MAG will review any portions of the SOQ that the CONSULTANT considers to be confidential and will then make a determination on what should be released. MAG will also notify the CONSULTANT in writing of the determination and provide an opportunity for the CONSULTANT to respond to the decision prior to releasing the SOQ.

Any questions regarding this Request for Qualifications should be submitted in writing Maureen DeCindis, Transportation Planner III, by fax at (602) 254-6490; or by email at mdecindis@azmag.gov not later than eight (8) working days prior to the closing date of June 27, 2013. Responses to questions submitted will be posted on the MAG Web site at <http://www.azmag.gov> under "RFPs and RFQs" not later than five (5) working days prior to the closing date of June 27, 2013. Additional information regarding MAG activities, including Committee meeting schedules, may be found on the MAG Web site <http://www.azmag.gov>.

STATEMENT OF QUALIFICATIONS (SOQ) EVALUATION AND SELECTION PROCESS

1. **Evaluation Criteria.** All Statements of Qualification submitted will be evaluated by a group consisting of MAG staff and member agencies. Evaluation criteria include, but are not limited to:
 - a. Demonstration of the overall understanding of goals and objectives of this solicitation.
 - b. Clarity of SOQ, realistic approach, technical soundness, and enhancements to elements outlined in this Request for Qualifications.
 - c. Education and relevant experience of personnel in providing similar services. Only those personnel that will be assigned to work directly on each area should be cited.
 - d. Proven track record in the range of services sought. Proposer should clearly identify the principal people who worked on past projects and the amount of time they devoted to the work effort.
 - e. Availability of key personnel throughout the project effort.
 - f. Ability and commitment to deliver required products and services, meet all deadlines for submitting associated work products, and ensure quality control.
 - g. Recognition of work priorities and flexibility to deal with change and contingencies.
 - h. Demonstrated DBE Compliance.
2. **References.** As part of its final selection, MAG reserves the right to contact a reasonable number of references from among those provided by the Proposer.
3. As provided by Arizona Administrative Code R2-7-101, discussions may be conducted with Proposers who submit SOQs determined likely to be selected for inclusion in the MAG Pedestrian and Bicycle Facilities Design Assistance Program Consultant List. If discussions are conducted during Phase 2 pursuant to Arizona Administrative Code R2-7-101, MAG shall issue a written request for best and final offers. Award may be made without discussions, therefore, SOQs shall be submitted complete and on most favorable terms. The selection of a Consultant will be based solely on qualifications and exclude consideration of price or fee. MAG will negotiate compensation with the CONSULTANT determined to be the most qualified; and, if a fair and reasonable compensation cannot be negotiated with CONSULTANT, MAG may initiate negotiations with the next most qualified consultant.
4. **MAG Approval.** A recommendation for inclusion of the selected Consultants in the MAG Pedestrian and Bicycle Facilities Design Assistance Program Consultant List shall be made by the MAG Executive Director to the MAG Regional Council. The decision of the Regional Council is final.
5. MAG reserves the right to:
 - a. Cancel this solicitation.
 - b. Reject any and all proposals and re-advertise.
 - c. Select the SOQ that will, in its judgment, best meet MAG's needs, despite any differences in estimated project costs between the CONSULTANT and all others.
 - d. Negotiate a contract that covers selected parts of a proposal, or a contract that will be interrupted for a period, or canceled, for lack of funds.
 - e. Conform with the State of Arizona Public Records law(s).
6. **Contact with MAG or MAG Member Agency Employees.** All firms interested in this RFQ/RFP

(including the firm's employees, representatives, agents, lobbyists, attorneys, and subconsultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process. This policy is intended to create a level playing field for all potential firms, and to protect the integrity of the selection process. All questions on this selection process should be addressed to the authorized representative at MAG.

CONSULTANT SELECTION & CONTRACT ORIGINATION

Selected consultants will be placed on the MAG Pedestrian and Bicycle Facilities Design Assistance Program Consultant List to provide services as projects for approved jurisdictions are determined.

VENDOR INFORMATION

Prior to issuance of a contract and subsequent payment, the CONSULTANT shall have a completed Request for Taxpayer Identification Number and Certification, Federal Form W-9, and Proof of Insurance on file with MAG. No payments shall be made until the forms are on file.

PERFORMANCE STANDARDS

MAG relies upon the provision of services in accordance with the contract, therefore, the CONSULTANT shall agree that time is of the essence, and that contractual commitments shall be met.

The CONSULTANT agrees that CONSULTANT's employees shall not divulge or release data or information developed or obtained in connection with the performance of the resulting contract, unless made public by MAG.

CONSULTANT SELECTION

MAG makes no guarantee as to the amount of work to be assigned to any Consultant and may exercise its option not to utilize the services requested herein. MAG is under no financial obligation to any selected Consultant unless MAG issues a contract for a specific project.

Experience of the CONSULTANT, qualifications, education, and experience of the staff will be the criteria used to make a determination as to which Consultants will be contacted for consideration to perform required services. Each Consultant contacted will have the opportunity to indicate their availability and prepare a staffing plan and detailed approach for the desired work assignment. If substitution of staff is required after commencement of assignment, replacement must possess comparable qualifications and must receive prior written approval from MAG.

MAG will select the CONSULTANT(s) which best addresses MAG requirements. MAG will attempt to reach an agreement with the most qualified Consultant in MAG's opinion. If MAG cannot reach an agreement with the selected CONSULTANT, MAG may choose to select another consultant(s) from the Consultant List or rebid the required services.

PROJECT ADMINISTRATION

PROJECT MANAGEMENT

The Project Manager is Maureen DeCindis, Transportation Planner III, MAG Pedestrian and Bicycle Facilities Design Assistance Program, who will provide general direction as necessary and be responsible for decisions pertaining to work under this contract.

PAYMENT

The CONSULTANT will be paid based on the negotiated scope of services, budget, schedule, and fee.

Progress reports and invoices shall be submitted according to intervals specified in the final Consultant contract for reimbursement of costs incurred in conformance with the project budget. The progress reports shall document services by each work task, the hours worked, and the hourly rate of each person, and other direct expenses. All costs incurred in preparing invoices shall be included in the general and administrative expenses or the overhead. MAG will provide to the CONSULTANT the format to be used for invoices and progress reports.

MAG shall retain ten percent (10%) of the amount billed until satisfactory completion of the project. Final payment shall be made as soon as possible after the date of acceptance.

INVOICING REQUIREMENTS

All invoices for this contract shall be delivered in person or sent by mail addressed as follows:

Maricopa Association of Governments
Attention: Accounts Payable
Maricopa Association of Governments
302 North First Avenue, Suite 200
Phoenix, AZ 85003

ADMINISTRATIVE REQUIREMENTS

1. The CONSULTANT agrees and understands that the MAG Pedestrian and Bicycle Facilities Design Assistance Program Contract shall not be construed as an exclusive arrangement and further agrees that the Maricopa Association of Governments may secure similar services with other contracted sources at any time in conjunction with, or in replacement of, the proposed services.
2. The basis for payment to the CONSULTANT for services rendered shall be based on the negotiated scope of services, budget, approved rate schedule for the prime Consultant and/or any Subconsultants, and fee.
3. An audit examination of the CONSULTANT's records may be required by the ADOT Office of Audit and Analysis or the Maricopa Association of Governments Fiscal Services Department
4. During project execution, a progress report shall be submitted along with the invoice within ten (10) working days after the end of each month until the final report is submitted. Each report should include a comprehensive narrative of the activities performed during the month, an estimated percent completed for each project task, monthly and cumulative costs by task, activities of any Subconsultants, payments to any Subconsultants, and a discussion of any notable issues or problems being addressed.
5. MAG reserves the right to:
 - a. Cancel this solicitation.
 - b. Reject any and all proposals and re-advertise.
 - c. Select the proposal that will, in its judgment, best meet MAG's needs, despite any differences in estimated project costs between the proposer and all others.
 - d. Negotiate a contract that covers selected parts of a proposal, or a contract that will be interrupted for a period, or canceled, for lack of funds.
6. Each firm submitting a proposal is required to certify that it will comply with, in all respects, the rules of professional conduct set forth in A.A.C. R4-30-301 (see Appendix A), which is the official compilation of Administrative Rules and Regulations for the State of Arizona.
7. Each firm must document within its proposal any potential conflicts of interest. A conflict of interest shall be cause for disqualifying a Consultant from consideration or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:
 - a. Accepting an assignment where duty to the client would conflict with the CONSULTANT's personal interest, or interest of another client.
 - b. Performing work for a client or having an interest which conflicts with this contract.
 - c. Employing personnel who worked for MAG or one of its member agencies within the past three (3) years.

MAG will be the final determining body as to whether a conflict of interest exists.
8. MAG, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, the Civil Rights Restoration Act of 1987 (Public Law 100.259). Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Consultants that it will affirmatively insure that in any contract entered into pursuant to this solicitation, minority business enterprises will be afforded full opportunity to submit SFQs in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Any contract resulting from this RFQ shall contain Title VI compliance language as specified in Appendix D of this RFQ.
9. The Consultants selected shall be required to comply with MAG insurance requirements, which may

include Workmen's Compensation, Architects and Engineers Professional Liability insurance, Commercial General Liability insurance, Business Automobile Liability insurance, and Valuable Papers insurance.

10. Small and Minority Business and Women's Business Enterprises. (See appendices E and F)
 1. It is MAG's policy, as a federally assisted agency, to encourage small and minority businesses and women's business enterprises to submit proposals.
 2. State whether the primary Consultant firm or any Subconsultants are a small or minority business or a woman's business enterprise.
11. Disadvantaged Business Enterprise (DBE): MAG has adopted ADOT's DBE program and will ensure compliance with 49 CFR Part 26. (see Appendix E for DBE program requirements).

ADOT and MAG is required to collect data on DBE and non DBE participation to report to FHWA on Federal aid projects. The selected CONSULTANT is notified that such record keeping is required by ADOT for tracking DBE participation. The selected CONSULTANT shall provide all such required information for the current month by the 5th of the following month. The required information shall be submitted electronically through the web based payment tracking system <https://arizonalpa.dbesystem.com/>.

Subconsultants and lower-tier(s) of Subconsultants agree to fully comply with the Federal aid contract provisions which are hereby fully incorporated into and made part of this subcontract. Subconsultants shall include these required contract provisions in all its lower-tier subcontracts.
12. Certification of Payments to DBE Firms (if applicable): The CONSULTANT shall submit at the completion of the project the "Certification of Payments to DBE Firms" affidavit for each DBE firm working on the project (Appendix J).

APPENDIX A - ARIZONA ADMINISTRATIVE CODE R4-30-301

CH. 30

BOARD OF TECHNICAL REGISTRATION

R4-30-301

ARTICLE 3. REGULATORY PROVISION

R4-30-301. Rules of Professional Conduct

All registrants shall comply with the following rules of professional conduct:

1. A registrant shall not submit any materially false statements or fail to disclose any material facts requested in connection with an application for registration or certification, or in response to a subpoena.
2. A registrant shall not engage in fraud, deceit, misrepresentation or concealment of material facts in advertising, soliciting, or providing professional services to members of the public.
3. A registrant shall not commit bribery of a public servant as proscribed in A.R.S. § 13-2602, commit commercial bribery as proscribed in A.R.S. § 13-2605, or violate any Federal statute concerning bribery.
4. A registrant shall comply with State, municipal, and county laws, codes, ordinances, and regulations pertaining to the registrant's area of practice.
5. A registrant shall not violate any State or Federal criminal statute involving dishonesty, fraud, misrepresentation, embezzlement, theft, forgery, perjury, bribery, or breach of fiduciary duty, if the violation is reasonably related to the registrant's area of practice.
6. A registrant shall apply the technical knowledge and skill that would be applied by other qualified registrants who practice the same profession in the same area and at the same time.
7. A registrant shall not accept an engagement if the duty to a client or the public would conflict with the registrant's personal interest or the interest of another client without making a full written disclosure of all material facts of the conflict to each person who might be related to or affected by the engagement.
8. A registrant shall not accept compensation for services related to the same engagement from more than one party without making a full written disclosure of all material facts to all parties and obtaining the express written consent of all parties involved.
9. A registrant shall make full disclosure to all parties concerning:
 - a. Any transaction involving payments to any person for the purpose of securing a contract, assignment, or engagement, except payments for actual and substantial technical assistance in preparing the proposal; or
 - b. Any monetary, financial, or beneficial interest the registrant holds in a contracting firm or other entity providing goods or services, other than the registrant's professional services, to a project or engagement.
10. A registrant shall not solicit, receive, or accept compensation from material, equipment, or other product or services suppliers for specifying or endorsing their products, goods or services to any client or other person without full written disclosure to all parties.
11. If a registrant's professional judgment is overruled or not adhered to under circumstances where a serious threat to the public health, safety, or welfare may result, the registrant shall immediately notify the responsible party, appropriate building official, or agency, and the Board of the specific nature of the public threat.
12. If called upon or employed as an arbitrator to interpret contracts, to judge contract performance, or to perform any other arbitration duties, the registrant shall render decisions impartially and

without bias to any party.

13. To the extent applicable to the professional engagement, a registrant shall conduct a land survey engagement in accordance with the April 12, 2001 Arizona Professional Lands Surveyors Association (APLS) Arizona Boundary Survey Minimum Standards, as adopted by the Board on June 15, 2001, the provisions of which are incorporated in this subsection by reference and on file with the Office of the Secretary of State. This incorporation by reference does not include any later amendments or editions and is available at the Board's office and APLS at www.aia.org.
14. A registrant shall comply with any subpoena issued by the Board or its designated administrative law judge.
15. A registrant shall update the registrant's address and telephone number of record with the Board within 30 days of the date of any change.
16. A registrant shall not sign, stamp, or seal any professional documents not prepared by the registrant or a bona fide employee of the registrant.
17. Except as provided in subsections (18) and (19), a registrant shall not accept any professional engagement or assignment outside the registrant's professional registration category unless:
 - a. The registrant is qualified by education, technical knowledge, or experience to perform the work; and
 - b. The work is exempt under A.R.S. § 32-143.
18. A registered professional engineer may accept professional engagements or assignments in branches of engineering other than that branch in which the registrant has demonstrated proficiency by registration but only if the registrant has the education, technical knowledge, or experience to perform such engagements or assignments.
19. Except as otherwise provided by law, a registrant may act as the prime professional for a given project and select collaborating professionals; however, the registrant shall perform only those professional services for which the registrant is qualified by registration to perform and shall seal and sign only the work prepared by the registrant or by the registrant's bona fide employee.
20. A registrant who is designated as a responsible registrant shall be responsible for the firm or corporation. The Board may impose disciplinary action on the responsible registrant for any violation of Board statutes or rules that is committed by a non-registrant employee, firm, or corporation.
21. A registrant shall not enter into a contract for expert witness services on a contingency fee basis or any other arrangement in a disputed matter where the registrant's fee is directly related to the outcome of the dispute.

Amended by final rulemaking at 12 A.A.R. 1609, effective July 1, 2006 (Supp. 06-2).

COMPLIANCE WITH RULES OF PROFESSIONAL CONDUCT CERTIFICATION

I hereby certify to the best of my knowledge and belief that _____
(Name of Consulting Firm)

and I _____ as the _____ shall comply with, in all
(Name) (Title)

respects, the rules of professional conduct set forth in A.A.C. R4-30-301.

(Signature)

(Print Name)

(Date)

APPENDIX B - PROPOSER'S INFORMATION FORM

Consultants proposing as prime Consultants or Subconsultants on Maricopa Association of Governments' (MAG) projects are required to complete this form and return it with your proposal.

If you have any questions about this information form, please call the MAG Fiscal Services Manager, (602) 254-6300.

1. GENERAL INFORMATION:

Name of Firm: _____

Street Address: _____

City, State, ZIP: _____

Mailing Address: _____

City, State, ZIP: _____

Telephone Number: _____ Fax Number: _____

E-mail address: _____

Web address: _____ Year firm was established _____

Is this firm a prime Consultant? _____ Yes _____ No

Is this firm a Subconsultant? _____ Yes _____ No

If so, Identify specialty: _____

Is this firm a certified DBE? _____ Yes _____ No

If so, by whom? _____

Is this firm currently debarred? _____ Yes _____ No

Is this firm currently the subject of debarment proceeding? _____ Yes _____ No

2. FINANCIAL INFORMATION

Firm's annual gross receipts (average of last three years)

_____ <\$300,000

_____ \$300,000 - \$599,999

_____ \$600,000 - \$999,999

_____ \$1,000,000 - \$4,999,999

_____ >\$5,000,000

Information will be maintained as confidential to the extent allowed by Federal and State law. The undersigned swears that the above information is correct. Any material misrepresentation may be grounds for terminating any contract which may be awarded and initiating action under Federal and State laws concerning false statements.

Name, Title

Date

APPENDIX C - DEBARMENT/SUSPENSION CERTIFICATION

STATE OF)

SS.)

COUNTY OF)

I, _____ of the City of _____, in the County of

_____ and the State of _____, of full age, being duly sworn according

to the law of my oath depose and say that:

In accordance with the terms of U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180:

1. Proposer certifies to the best of its knowledge and belief, that it and its principals, including its first tier Subconsultants: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded or disqualified from covered transactions by any Federal department or agency; (b) Have not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction; violation of any Federal or State antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; (d) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Proposer certifies that it and its principals, including its first tier Subconsultants will treat each lower tier contract or lower tier subcontract under the Project that (a) equals or exceeds \$25,000, (b) is for audit services, or (c) requires the consent of a Federal official, as a covered contract for purposes of 2 CFR Part 1200 and 2 CFR Part 180, and will otherwise comply with the Federal requirements of 2 CFR Part 1200 and 2 CFR Part 180, and will assure that each lower tier participant involved in the Project is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded or disqualified from participation in this transaction by any Federal department or agency;
3. Proposer certifies that if, later, it or its principals, including any of its first tier Subconsultants, become aware of any information contradicting the statements of subparagraphs (1)(a) through (d) above, it will promptly provide any necessary information to MAG;
4. If Proposer or any of its principals, including any of its first tier Subconsultants or lower tier participants, is unable to certify to the statements within paragraphs 1, 2, and 3 above, the Proposer shall indicate so on its Signature Page.
5. The Proposer further certifies that their firm is not currently debarred, suspended, or proposed for debarment or suspension by the State of Arizona, or any subdivision thereof.
6. Proposer agrees to notify MAG of any change in the status or facts certified above, should one occur, until such time as the Contract is actually executed by MAG, and thereafter during performance of the Contract.

Dated: _____

Signature of Proposer

Printed/Typed Name of Proposer

Corporate seal (if applicable)

Sworn to before me this ____ day of _____, 2013, in the County of _____,

State of _____

Notary Public

APPENDIX D - TITLE VI AGREEMENT/CONTRACT REQUIREMENTS

During the performance of this contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subconsultants, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, or sex.
4. Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Arizona Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the Arizona Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the Arizona Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies, and/or;
 - b. cancellation, termination or suspension of the contract, in whole or in part.
6. Certification of Non-segregated facilities: The Federally-assisted Consultant hereby certifies that the CONSULTANT does not maintain or provide for the CONSULTANT's employees any segregated facilities at any of the CONSULTANT's establishments, and that the CONSULTANT does not permit the CONSULTANT's employees to perform their services at any location, under the CONSULTANT's control, where segregated facilities are maintained. The Federally-assisted Consultant certifies further that the CONSULTANT will not maintain or provide for the CONSULTANT's employees any segregated facilities at any of the CONSULTANT's establishments, and that the CONSULTANT will not permit employees of the CONSULTANT to perform their services at any location, under the Consultant's control, where segregated facilities are maintained. The Federally-assisted Consultant agrees that a breach of this Certification is a violation of the Equal Opportunity clause in this Agreement. As used in this Certification, the term "segregated facilities" means any waiting rooms and other storage or dressing rooms which are segregated by explicit directive or are in fact segregated on the basis of race, color, or national origin, because of habit, local custom, or otherwise.
7. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt

by the Regulations, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as the Arizona Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a Consultant, Subconsultant or supplier as a result of such direction, the CONSULTANT may request the Arizona Department of Transportation to enter into such litigation to protect the interests of the Arizona Department of Transportation, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX E - DISADVANTAGED BUSINESS ENTERPRISE

Arizona Department of Transportation Disadvantaged Business Enterprise Program as Adopted by Maricopa Association of Governments

1.0 Policy:

The Arizona Department of Transportation (hereinafter "ADOT") has established a Disadvantaged Business Enterprise (hereinafter "DBE") program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. ADOT has received Federal financial assistance from the U.S. Department of Transportation (hereinafter "USDOT") and as a condition of receiving this assistance, ADOT has signed an assurance that it will comply with 49 CFR Part 26.

Maricopa Association of Governments (MAG) has adopted ADOT's DBE program and will ensure compliance with 49 CFR Part 26.

It is the policy of ADOT to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy of ADOT:

1. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
5. To help remove barriers to the participation of DBEs in USDOT-assisted contracts; and
6. To assist in the development of firms that can compete successfully in the market place outside the DBE program.

Maricopa Association of Governments as a Sub-recipient of Federal financial assistance will administer and manage its contracts from advertising, CONSULTANT selection, negotiation, contract execution, processing payment reports and contract modifications, audits, DBE compliance (e.g., reporting and monitoring) through contract closeout.

2.0 Assurances of Non-Discrimination:

The CONSULTANT, subrecipient, or Sub shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the state deems appropriate. The CONSULTANT, subrecipient, or Subconsultant shall ensure that all subcontract agreements contain this non-discrimination assurance.

3.0 Definitions:

1. Disadvantaged Business Enterprise (DBE): a for-profit small business concern which meets both of the following requirements:
 - a. is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,
 - b. whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
2. Socially and Economically Disadvantaged Individuals: any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:
 - a. Any individual who is found to be a socially and economically disadvantaged individual on a case-

by-case basis.

- b. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - vi. "Women;"
 - vii. Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.
- 3. Joint Venture: an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.
- 4. Non-DBE: any firm that is not a DBE.
- 5. RACE-CONSCIOUS: a measure or program is one that is focused specifically on assisting only DBEs, including women-owned DBEs.
- 6. RACE-NEUTRAL: a measure or program is one that is, or can be, used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

4.0 Working with DBEs:

ADOT works with DBEs and assists them in their efforts to participate in Federal-aid contracts. All Proposers should contact the ADOT Civil Rights Office at the address shown below for assistance in their efforts to use DBEs.

Arizona Department of Transportation
Civil Rights Office
1135 North 22nd Avenue (second floor), Mail Drop 154A
Phoenix, AZ 85009
Phone (602) 712-7761
FAX (602) 712-8429

5.0 Applicability:

ADOT has established an overall annual goal for DBE participation on Federal-aid contracts. ADOT intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs where the CONSULTANT uses a percentage of DBEs, as defined herein, to meet the contract-specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses

or increase opportunities for all small businesses. The regulation, 49 CFR 26, defines race neutral as when a DBE wins a prime contract, is awarded a subcontract on a project without DBE goals, or is awarded a subcontract from a prime Consultant that did not consider the firm's DBE status.

The CONSULTANT shall meet the goal specified herein with DBEs, or establish that it was unable to meet the goal despite making good faith efforts to do so. Prime CONSULTANTS are encouraged to obtain DBE participation above and beyond any goals that may be set for this project.

The provisions are applicable to all Proposers including DBE Proposers.

6.0 AZ Unified Certification Program (AZUCP)

Arizona is a member of the AZ Unified Certification Program (AZUCP). Only DBE firms that are certified by the AZUCP are eligible for credit on ADOT and its subrecipient federal-aid projects. A list of DBE firms certified by AZUCP is available on the internet at www.azdbe.org. The list will indicate contact information and specialty for each DBE firm, and may be sorted in a variety of ways. However, ADOT does not guarantee the accuracy and/or completeness of this information, nor does ADOT represent that any licenses or registrations are appropriate for the work to be done.

ADOT's certification is not a representation of qualifications and/or abilities. The CONSULTANT bears all risks that the firm may not be able to perform its work for any reason.

7.0 General:

Each CONSULTANT shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

Each CONSULTANT shall also designate a full time employee who shall be responsible for the administration of the CONSULTANT's DBE program.

Agreements between the Proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other Proposers are prohibited.

8.0 DBE Subconsultant Payment Reporting:

ADOT is required to collect data on DBE and non-DBE participation to report to FHWA on Federal-aid projects. Maricopa Association of Governments will notify the CONSULTANT that such record keeping is required by ADOT for tracking DBE participation.

The CONSULTANT shall submit a report on a monthly basis indicating the amounts earned by and paid to all DBEs and non-DBEs working on the project. In addition, the CONSULTANT shall require that all DBE and non-DBE Subconsultants verify receipt of payment.

The CONSULTANT shall provide all such required information for the current month by the 5th of the following month. The required information shall be submitted electronically through the ADOT's local public agency web-based payment tracking system <https://arizonalpa.dbesystem.com>.

9.0 Goals:

All Federal-aid projects are assessed for a DBE availability goal. The following language shall be used in Federal-aid contracts to identify if the intended project is classified as race conscious or race neutral. (The following is example language only. Actual goal assessment or race neutral assessment will be indicated in the scope of services.)

The minimum goal for participation by DBEs on this project is as follows:

[Enter Percentage Number] Percent

All Proposers are required to submit with their proposal DBE Consultant and DBE Subconsultant Affidavits OR a Good Faith Effort Certificate.

OR

This contract has been assessed as race neutral. The Arizona Department of Transportation (ADOT) has not established a DBE participation goal on this contract. Consultants are still encouraged to employ reasonable means to obtain DBE participation. The CONSULTANT is notified that record keeping is required by the ADOT so it can track DBE participation where only race neutral efforts are employed. DBE Participation Affidavit forms are NOT required for race neutral projects. All payment reporting requirements apply to race neutral contracts and Certification of Payments forms will be required if DBEs are used on race neutral contracts.

10.0 Crediting DBE Participation Toward Meeting Goals:

10.01 General Requirements:

Only the value of the work actually performed by the DBE can be credited toward DBE participation. Credit towards the CONSULTANT's DBE goal is given only after the DBE has been paid for the work performed.

The CONSULTANT bears the responsibility to determine whether the DBE possesses the proper CONSULTANT's license(s) to perform the work. If a DBE cannot complete its work due to failure to obtain or maintain its licensing, the CONSULTANT bears the responsibility to immediately request approval to replace the DBE with another DBE and notify the MAG Project Manager and the ADOT Civil Rights Office.

ADOT's certification is not a representation of qualifications and/or abilities. The CONSULTANT bears all risks that the DBE may not be able to perform its work for any reason.

A DBE may participate as a prime Consultant, Subconsultant, joint venture partner with either a prime Consultant or a Subconsultant, or as a vendor of materials or supplies. A DBE joint venture partner shall be responsible for a clearly defined portion of the work to be performed, in addition to meeting the requirements for ownership and control.

The dollar amount of work to be accomplished by DBEs, including partial amount of a lump sum or other similar item, shall be on the basis of subcontract, purchase order, hourly rate, rate per ton, etc., as agreed to between parties.

Where more than one DBE is engaged to perform parts of an item (for example, supply and installation), the total amount payable to the DBEs will not be considered in excess of the prime Consultant's bid amount for that item.

DBE credit may be obtained only for specific work done for the project, supply of equipment specifically for physical work on the project, or supply of materials to be incorporated in the work. DBE credit will not be allowed for costs such as overhead items, capital expenditures (for example, purchase of equipment), and office items.

If a DBE performs part of an item (for example, installation of materials purchased by a Non-DBE), the DBE credit shall not exceed the lesser of (1) the DBE's contract or (2) the prime Consultant's bid for the item, less a reasonable deduction for the portion performed by the Non-DBE.

When a DBE performs as a partner in a joint venture, only that portion of the total dollar value of the contract which is clearly and distinctly performed by the DBE's own forces can be credited toward the DBE goal.

The CONSULTANT may credit second-tier subcontracts issued to DBEs by non-DBE Subconsultants. Any second-tier subcontract to a DBE used to meet the goal must meet the requirements of a first-tier DBE subcontract.

All DBE and non-DBE subcontracting activity must be reported by the CONSULTANT and counted toward participation. This includes lower-tier subcontracting regardless of whether or not the DBE is under contract with another DBE.

DBE prime Consultants must meet the DBE participation goal or demonstrate good faith efforts. This is determined by counting the work the DBE has committed to performing with its own forces, as well as the work that it has committed to be performed by DBE Subconsultants and DBE suppliers.

A prime Consultant may credit the entire amount of that portion of a contract that is performed by the DBE's

own forces. The cost of supplies and materials obtained by the DBE for the work of the contract can be included so long as that cost is reasonable. Leased equipment may also be included. No credit is permitted for supplies purchased or equipment leased from the prime Consultant or its affiliate(s).

When a DBE subcontracts a part of the work of its contract to another firm, the value of the subcontract may be credited towards the DBE goal only if the DBE's Subconsultant is itself a DBE and performs the work with its own forces. Work that a DBE subcontracts to a non-DBE firm does not count toward a DBE goal.

A prime Consultant may credit the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, Consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

11.0 Submission with Proposal:

All Proposers are required to certify in their proposal on the "Disadvantaged Business Enterprise (DBE) Goal Commitment Form" either:

1. The established goal for DBE participation has been met and arrangements have been made at the time of submission with certified DBEs or
2. The Proposer has been unable to meet the goal prior to the submission of the bid and has attached completed "Consultant Certification of Good Faith Efforts".

PROPOSALS SUBMITTED WITH ALTERED, INCOMPLETE, OR UNSIGNED FORMS WILL BE CONSIDERED NON-RESPONSIVE.

Certifications on forms other than those furnished by Maricopa Association of Governments will be considered non-responsive.

12.0 Proposer Meeting DBE Goal:

12.01 General:

If the Proposer indicates in its submissions that it has met or exceeded the DBE goal, the Consultant Intended Participation Affidavit and a DBE Subconsultant Intended Participation Affidavit must be submitted for each DBE that it is participating in the contract as provided on the Affidavit.

1. The Consultant Intended Participation Affidavit, must be received by the Maricopa Association of Governments with the proposal package. This Affidavit shall indicate that the Proposer has met or exceeded the DBE goal if this was indicated on the submittal.
2. The Affidavit must be accurate and complete in every detail and must be signed by an officer of the CONSULTANT(S).
3. The Consultant Intended Participation Affidavit must be submitted listing the DBEs used and the creditable amounts.
4. A separate DBE Subconsultant Intended Participation Affidavit must be submitted for each DBE used to meet the goal of the project. The Proposer shall indicate each DBE's name, the work items the DBE will perform, and proposed subcontract amount. All partial items must be explained. If not, the DBE will be considered to be responsible for the entire item.
5. A Proposer must determine DBE credit in accordance with Section 10 above, entitled "Crediting DBE Participation Toward Meeting Goals." The Affidavits will be reviewed by the Maricopa Association of Governments.
6. Only those DBE firms certified by the Arizona Unified Certification Program (AZUCP) will be considered. It shall be the Proposer's responsibility to ascertain the certification status of designated DBEs.

13.0 Documented Good Faith Effort:

13.01 General:

If the Proposer has stated in its proposal that it has been unable to meet the DBE goal, that Proposer must demonstrate, through detailed and comprehensive documentation, that good faith efforts have been made to solicit, assist, and use DBE firms to meet the DBE goal prior to proposal submission.

Failure to demonstrate good faith efforts to the satisfaction of ADOT will result in the rejection of the proposal.

The Proposer who cannot meet the DBE goal at the time of submission must submit its documentation of good faith effort to Maricopa Association of Governments, at the time of proposal submission.

Proposers are encouraged to review Appendix A of 49 CFR Part 26.

In order to be awarded a contract on the basis of good faith efforts, the Proposer must show that it took all necessary and reasonable steps to achieve the DBE goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful. The Maricopa Association of Governments will consider the quality, quantity, and intensity of the different kinds of efforts the Proposer has made. The efforts employed by the Proposer should be those that one could reasonably expect a Proposer to make if the Proposer were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE goal. Mere pro forma efforts are not sufficient good faith efforts to meet the DBE contract requirements.

The Proposer shall, as a minimum, seek DBEs in the same geographic area in which it generally seeks subs for a given project. If the Proposer cannot meet the goals using DBEs from this geographic area, the Proposer, as part of its effort to meet the goals, shall expand its search to a reasonably wider geographic area.

The following is a list of types of efforts a Consultant must address when submitting good faith effort documentation.

1. Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising, written notices, and other means) the interest of all certified DBEs who have the capability to perform the work of the contract. The Proposer must solicit this interest within sufficient time to allow DBEs to respond to the solicitation. The Proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow-up initial solicitations.
2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Consultant might otherwise prefer to perform these work items with its own forces.
3. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
4. Negotiating in good faith with interested DBEs. It is the Proposer's responsibility to make a portion of the work available to the DBE Subconsultants and suppliers, and to select those portions of work or material needs consistent with the available DBE Subconsultants and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided from the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform work.

A Proposer using good business judgment would consider a number of factors in negotiating with Subconsultants, including DBE Subconsultants, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Proposer's failure to meet the DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime Consultant to perform the work of a contract with its own organization does not relieve the Proposer of the responsibility to make good faith efforts. However, prime Consultants are not required to accept higher quotes from DBEs if the price difference is excessive or unreasonable. Documentation, such as copies of all other bids or quotes, must be submitted

5. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of

their capabilities. The Proposer's standing within its industry, membership in specific groups, organizations or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Proposer's efforts to meet the project goal.

6. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Consultant.
7. Making efforts to assist interested DBEs in obtaining necessary equipment supplies, materials, or related assistance or services.
8. Effectively using the services of available minority/women community organizations; minority/women consultants groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

In determining whether a Proposer has made good faith efforts, Maricopa Association of Governments will take into account the ability of other Proposers to meet the DBE goal.

The Proposer will not be considered to have made good faith efforts if the Proposer failed to contact the Maricopa Association of Governments and ADOT Civil Rights Office prior to the letting, either in writing, by e-mail, or by telephone, to inform the Maricopa Association of Governments and ADOT Civil Rights Office of the firm's difficulty in meeting the DBE goals on a given project, and to request assistance. If the Proposer contacts Maricopa Association of Governments and ADOT Civil Rights Office by telephone, the contact must be documented in a telephone log indicating the date and time of call, and name of the person to which he spoke. The telephone number for the ADOT Civil Rights Office is (602) 712-7761. The contact must be made in sufficient time to allow the ADOT Civil Rights Office to provide assistance.

Proposers submitting good faith efforts to Maricopa Association of Governments are required to use the MAG Certification of Good Faith Effort form.

The Maricopa Association of Governments will analyze the submittal to determine if in fact good faith efforts have been demonstrated consistent with ADOT procedures and the Federal regulations, 49 CFR 26, Appendix A. The Proposer may appeal the determination of the Maricopa Association of Governments.

A protest shall be filed within applicable time limits at the following address:

Office of the Executive Director
Maricopa Association of Governments
302 North First Avenue, Suite 200
Phoenix, AZ 85003

14.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS.

15.0 Contract Performance:

Contract items of work designated by the CONSULTANT to be awarded to DBEs shall be performed by the designated DBE or MAG-approved DBE substitute. DBE contract work items shall not be performed by the CONSULTANT, or a non-DBE Subconsultant without prior approval by MAG. The DBE must perform a commercially useful function; that is, the DBE must manage, perform, and supervise a distinct element of work.

MAG reserves the right to inspect all records of the CONSULTANT and all records of the DBEs concerning this contract.

Within five working days of notice to proceed, the CONSULTANT shall upload electronic copies of signed DBE subcontract agreements to the Maricopa Association of Governments through ADOT's web-based payment tracking system <https://arizonalpa.dbesystem.com>. As part of this submittal, Consultants shall be required to log into the system and enter the name, contact information, and subcontract amounts for all Subconsultants and vendors performing on the project as verification that scopes of services and

commitments made through the DBE Intended Participation Affidavits are being met.

Use of a DBE named on the DBE Intended Participation Affidavit is a condition of award. Substitution will not be allowed without written evidence from the prime Consultant and DBE that the DBE is unable or unwilling to perform. Consultants may not terminate a DBE subcontract for convenience, in whole or in part, except to the extent that ADOT has eliminated items of work subcontracted to the DBE. All terminations, substitutions, and reductions in scope must be approved by MAG.

16.0 Non-Performance by DBEs:

In the event a DBE is unable or unwilling to fulfill its agreement with the CONSULTANT, the CONSULTANT will immediately notify the MAG Project Manager and provide all facts surrounding the matter. Such failure on the part of a DBE will not relieve the CONSULTANT of responsibility for meeting the DBE goal on the contract. The CONSULTANT shall immediately make reasonable good faith efforts to obtain another certified DBE to perform an equal or greater dollar value of work to the extent needed to meet the DBE goal. The substitute DBE's name, description of work, and dollar value of work shall be submitted to the MAG Project Manager. Approval by MAG must be obtained prior to the substitute DBE beginning work.

In the event a prime Consultant is unable, after a substantial good faith effort, to obtain another certified DBE, ADOT's Civil Rights Office may lower or waive the DBE goal on the project. However, the ADOT Civil Rights Office must approve this in writing prior to a Non-DBE starting the work which had been subcontracted to the DBE.

17.0 Compliance:

The CONSULTANTS achievement of the goal is measured by actual payments made to the DBEs. The CONSULTANT shall submit at the completion of the project the "Certification of Payments to DBE Firms" form for each DBE firm working on the project. This form shall be signed by the prime contract and the relevant DBE, and be submitted to MAG.

Acceptance and final payment to the CONSULTANT will not be made until all "Certification of Payments to DBE Firms" forms are received and deemed acceptable to the Maricopa Association of Governments.

18.0 Sanctions:

If the Maricopa Association of Governments determines that the CONSULTANT has failed to make sufficient reasonable efforts to meet contract DBE goals, or to otherwise carry out these DBE special provisions, such failure shall constitute a breach of contract and may result in termination of the contract, or any other such remedy as the MAG Project Manager deems appropriate.

If the MAG Project Manager determines that such failure is not cause to terminate the contract, an amount equal to the value of the DBE goal that was not obtained will be deducted from the payment due the CONSULTANT. However, if the failure is the first by the CONSULTANT, and the MAG Project Manager determines the failure was an unintentional error or oversight, the amount to be deducted may be reduced up to one-half (½) of the value of the unobtained DBE goal as determined by the Maricopa Association of Governments. In addition to any other sanctions, willful failure of the CONSULTANT or a DBE to comply with this contract or with the Federal DBE regulations may result in disqualification from further contracting, subcontracting, or other participation in Maricopa Association of Governments projects.

**APPENDIX F - DISADVANTAGED BUSINESS ENTERPRISE (DBE)
RFQ GOAL COMMITMENT FORM**

To be completed and submitted by Proposer with SOQ only for contracts with DBE goals.

Contract Name: [Enter name of RFQ]

[Consultant Firm Name], (CONSULTANT) certifies that:

The CONSULTANT intends to meet or exceed the 5.27% DBE goal or make good faith efforts to meet the goal on all Projects associated with the above referenced contract.

The CONSULTANT shall identify how it intends to meet or exceed DBE participation within its SOQ.

The CONSULTANT will identify how it will achieve the DBE goal or submit good faith effort for each Project associated with the above referenced contract. Consultant and Subconsultant Affidavits (Appendix G & H) or Good Faith Effort Certification (Appendix I) will be required and shall be submitted with each cost proposal for each Project issued.

By: _____

Title: _____

Date: _____

APPENDIX G - DISADVANTAGED BUSINESS ENTERPRISE CONSULTANT INTENDED PARTICIPATION AFFIDAVIT

To be completed by Prime CONSULTANT only for contracts with DBE goals.

MAG Project Name: [Project name here]

Date: [Date]

Name of Prime CONSULTANT: [Consultant Name]

Directions:

1. This Affidavit must reflect the information included on the individual DBE Subconsultant Intended Participation Affidavit for each DBE Consultant OR DBE Tier Consultant.
2. A separate Subconsultant Affidavit must be submitted for EACH proposed Subconsultant DBE firm.
3. This Affidavit must be signed/notarized by an individual authorized to sign the SOQ proposals on behalf of the firm.
4. This Affidavit and all DBE Subconsultant Affidavits must be submitted with the proposal.

DBE Information: (Attach additional sheets as necessary.)

Name of DBE Firm,CONSULTANT, Sub, or Tier Sub	CONSULTANT, Subconsultant, or Tier Subconsultant (name one)	Type of Service to be Provided	Proposed Dollar Amount	Proposed % of DBE Participation
Total DBE Proposed Contract Value			\$	
Total Prime Contract Value			\$	
Total Percent (%) of DBE Commitment			%	
Contract DBE Goal			%	

I certify that:

- My firm has accepted a proposal from the above named DBE Subconsultants.
- My firm has notified the proposed DBE Subconsultants of the estimated DBE commitment and this agreement is to be performed in accordance with DBE provisions of the contract.
- My firm's use of the proposed DBE Subconsultants for the item of work listed above is a condition of the contract award.
- My firm will invite the proposed DBE Subconsultants to attend any pre-negotiation conferences or other requested meetings related to this contract.
- My firm is required to make sufficient reasonable efforts to (sub) contract either the same or other work to an alternative certified DBE equal to the amount to attain the DBE commitment if a proposed certified DBE is unable or unwilling to perform the work or any part of the intended work.
- I understand that any work assigned to a certified DBE, who then subcontracts to a non-certified DBE will NOT count toward DBE goals.
- My firm will ensure that DBEs will perform commercially useful functions as part of this contract and will provide documentation to ADOT and MAG, such as subcontract agreements with DBE's, if requested, to validate such work.
- I understand that failure to comply with the information shown on this form will be considered grounds for contract sanctions and other sanctions.
- I declare under penalty or perjury in the second degree, and any other applicable state or federal laws that the statements made in this document are true and complete to the best of my knowledge.

AFFIDAVIT

The undersigned, having been first duly sworn, says that the information given in the above certificate is true and correct to the best of his/her knowledge and belief.

Signed: _____
CONSULTANT/Authorized Representative

STATE OF ARIZONA _____)

COUNTY OF _____)
(Arizona County)

Subscribed and sworn (or affirmed) before me this _____ day _____, 20____
(Day) (Month) (Year)

by _____
Name of Signer

(Seal)
Affix Notary seal here

Notary Public

My commission expires _____

APPENDIX H - DISADVANTAGED BUSINESS ENTERPRISE SUBCONSULTANT INTENDED PARTICIPATION AFFIDAVIT

To be completed by the DBE Subconsultant only for contracts with DBE goals.

MAG Project Name: _____

Date: _____

Name of Prime CONSULTANT _____

Name of the DBE Subconsultant _____

* DBE Tier Subconsultant Name: _____

Subcontracted by: _____

* Tier Subconsultant refers to any Subconsultant that is contracted by another Subconsultant at any level.

Directions:

1. This Affidavit must be completed by all DBE Subconsultants and DBE Tier Subconsultants and signed by an officer or principal of the Subconsultant DBE firm and submitted to the CONSULTANT.
2. A separate Affidavit must be submitted for EACH proposed Subconsultant DBE firm.
3. List all full and partial services to be provided by the above named DBE Subconsultant firm.
4. All partial services provided must be fully explained. If not, the DBE will be considered to be responsible for the entire services to be performed. Attach additional sheets as necessary.
5. All DBE Subconsultant Affidavits must be submitted with the Proposal.

LIST ALL FULL AND PARTIAL SERVICES TO BE PROVIDED BY THE ABOVE NAMED DBE FIRM (Partial services must be explained. Use additional sheets if needed.)	
DBE Firm's Estimated Budget for the Contract/Task Order	

Subconsultant Certification:

I certify that:

- My firm has made an arrangement/agreement with the above named CONSULTANT to do work listed above for the proposed contract.
- My firm agrees to the proposed DBE commitment above and agrees to perform the services in accordance with the DBE provisions of the contract.
- My firm will complete 100% of the work listed above or intends to subcontract ____% of the work to another DBE firm to another DBE firm and/or ____% to another Non-DBE firm.

Name of other DBE firm(s): _____

I understand that:

- The use of my DBE firm for the items of work listed above is a condition of the CONSULTANT being awarded this contract.
- My firm must attend any pre-negotiation, partnering conferences or other required meetings related to this contract.
- If I assign any work to a non-certified DBE firm, I must inform the CONSULTANT because the work will NOT count towards the DBE goal and it will LOWER my DBE participation.
- I understand that failure to comply with the information shown on this form will be considered grounds for contract sanctions and other sanctions.
- I declare under penalty of perjury in the second degree, and any other applicable state or federal laws that the statements made on this document are true and complete to the best of my knowledge.

AFFIDAVIT

The undersigned, having been first duly sworn, says that the information given in the above certificate is true and correct to the best of his/her knowledge and belief.

Signed: _____
CONSULTANT/Authorized Representative

STATE OF ARIZONA)

COUNTY OF _____)
(Arizona County)

Subscribed and sworn (or affirmed) before me this _____ day _____, 20____
(Day) (Month) (Year)

by _____
Name of Signer

(Seal)

Affix Notary seal here

Notary Public

My commission expires _____

APPENDIX I - DISADVANTAGED BUSINESS ENTERPRISE GOOD FAITH EFFORT CERTIFICATION

To be completed by Prime CONSULTANT **only** for each Design Assistance Project with a DBE goal, should the Prime be unable to meet the DBE goal. The intent of this certification is to document the good faith efforts implemented by the Design Assistance CONSULTANT in its utilization of DBE firms to meet DBE participation requirements for this Project.

The information requested as set forth below is the minimum information required by ADOT BECO to evaluate your firms' "good faith efforts." MAG and ADOT BECO may request that the CONSULTANT submit back-up documentation or additional information to validate actions taken to secure DBE participation in an effort to meet DBE goals.

Affidavit must be signed/notarized below by an individual authorized to sign and submit SOQ proposals on behalf of the firm.

MAG and ADOT BECO will determine whether the CONSULTANT has made a satisfactory good faith effort to utilize DBEs to meet the Design Assistance Project goal. The burden of proof rests with the CONSULTANT.

Failure to demonstrate satisfactory good faith efforts in DBE utilization to the satisfaction of MAG may result in the rejection of the issuance of the Design Assistance Project and/or future Task Order(s) to CONSULTANT.

I, _____ do hereby acknowledge that I am the
(Project Principal or Project Manager,

_____ of
(Title)

_____, and have entered into an Consultant Contract.
(Firm)

MAG Contract No. _____

Project Title: _____

ADOT DBE Goal: 5.27%

The Scope of Services for this Design Assistance Project includes the following items: (Attach additional pages if necessary.)

Provide a brief summary on why you believe your firm is unable to meet the DBE participation goals on this project. (Attach additional pages if necessary.)

DBE Firms Included in Prime CONSULTANT SOQ	DBE Area(s) of Certification

Is there portion(s) or section(s) of the Design Assistance Project Scope of Service that can be performed by one or more of the DBEs included on the CONSULTANTS SOQ submittal? (Attach additional pages if necessary.)

Other comments or information you want MAG to consider as part of your Good Faith Effort:

AFFIDAVIT

I hereby certify that I have utilized comprehensive "good faith" efforts to utilize the DBE firms that are included in the Statement of Qualifications Package submitted for this Design Assistance Contract.

The undersigned, having been first duly sworn, says that the information given in the above certificate is true and correct to the best of his/her knowledge and belief.

Signed: _____
CONSULTANT/Authorized Representative

STATE OF ARIZONA)

COUNTY OF _____)
(Arizona County)

Subscribed and sworn (or affirmed) before me this _____ day _____, 20_____
(Day) (Month) (Year)

by _____
Name of Signer

(Seal)
Affix Notary seal here

Notary Public

My commission expires _____

APPENDIX J - DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION OF PAYMENT

The undersigned prime CONSULTANT on MAG Project # [Project Number] hereby, certifies that full payment was made, to the firm indicated for materials and/or work performed under this project's contract as follows:

DBE Civil Rights Vendor Registration # [Registration Number]

Name of DBE Firm _____ was paid \$ _____

This certificate is made under Federal and State laws concerning false statement. Supporting documentation for this payment is subject to audit and should be retained for a minimum of three years from project acceptance date. In the event the DBE was not paid in accordance with affidavits submitted by the prime Consultant, all documentation supporting the CONSULTANT's position should be submitted.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENT MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

(Prime CONSULTANT)

By: _____

Date: _____

Title: _____

The undersigned Subconsultant/supplier/manufacture for the above named project hereby certified that payments were received and/or justification by CONSULTANT is correct.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

(Subconsultant/Supplier/Manufacturer)

By: _____ Date: _____

Title: _____